

BASIC CONTRACT
REVISED STATEMENT OF WORK

For

HEAVY ENGINEERING REPAIR AND CONSTRUCTION (HERC)

INCORPORATES HERC CONTRACTS

CONTRACT: FA8903-06-D-8502 thru FA8903-06-D-8521

28 February 2008

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1.0 SCOPE

This basic contract statement of work (SOW) defines the scope of a full range of heavy construction and engineering activities. This basic contract SOW will be tailored to identify specific Task Order (TO) requirements.

This SOW encompasses the full range of methods and technologies supporting activities necessary to design and construct new facilities and infrastructure, remodel and upgrade existing facilities and infrastructure. Requirements shall be carried out under TOs in various locations worldwide, with typical low-end TOs of \$2M-\$5M. In some instances, AFCEE will be requiring work in high-risk forward locations directly related to worldwide, ongoing operations of a temporary nature (contingency environments), such as Southwest Asia (SWA).

Construction and engineering activities may include commercial and industrial projects such as fuels projects, military construction (MILCON), community development projects, and emerging requirements, such as homeland security, force protection, and military family housing projects. Limited environmental support of these activities may also be required. The Contractor shall function as an integral team member in support of the AFCEE mission, to include the sharing of information with other AFCEE contractors and cooperation with communities, and other government entities.

Requirements include efficient management of TOs including accurate, on-time submittals of contract deliverables and timely identification and solution of impediments to successful project execution. Technical requirements include early involvement in the process to allow for the development of the most cost-effective and technically sound solution. AFCEE will rely on the Contractor's expertise in recognizing and addressing problematic issues and successful execution of each TO. The Contractor shall perform all work in accordance with host nation, federal, state, and local statutes and regulations, and Status of Forces Agreements.

2.0 APPLICABLE DOCUMENTS

The Contractor shall identify and comply with all applicable federal, state, and local statutes; DoD/Air Force/host nation instructions, manuals, handbooks, regulations, guidance, and policy letters, including but not limited to; International Building Code (IBC); Unified Facility Criteria (UFC); National Fire Protection Association (NFPA); National Electrical Code (NEC) and including all changes and amendments in effect on the date of issuance of each TO. It is the Contractor's responsibility to identify and comply with all applicable requirements. In addition, the Contractor shall refer to the latest version of The USAF Project Manager's Guide to Design and Construction (located on the AFCEE website). Base-specific or customer-specific documents shall be identified in each TO.

3.0 GOVERNMENT-FURNISHED INFORMATION, EQUIPMENT, AND PROPERTY (GFI, GFE, GFP) To be specified in each TO.

4.0 MANAGEMENT, PLANNING, AND REPORTING REQUIREMENTS

The Contractor shall implement a full range of construction and engineering activities as specified in each TO and in accordance with all applicable compliance documents. The Contractor shall supply all labor, equipment, and materials necessary to accomplish the work assigned unless otherwise specified in each TO. The Contractor shall perform management and planning functions, including performance measurement and fund status reporting, through the course of the effort.

4.1 Work Breakdown Structure (WBS)

The Contractor shall prepare and submit, for approval, a WBS compatible with Construction Specifications Institute (CSI) format for construction activities, as specified in each TO. The WBS shall be used to report the cost and schedule status for each project. All tasks required under this type of TO shall be included in the WBS. (Contract Data Requirements List [CDRL] B001)

4.2 Schedule and Planning Requirements

The Contractor shall provide schedules for tracking work progress as specified in each TO. The SOW for each TO will identify which of the following schedules is required. Project Planning Charts (PPCs)/Construction Planning Charts (CPCs) are recommended for less complex projects and Integrated Master Schedules (IMSs) are recommended for more complex projects.

4.2.1 Project Planning Chart (PPC)/Construction Planning Chart (CPC)

The Contractor shall prepare and submit a PPC/CPC for approval. The PPC/CPC shall detail the project schedule and status through the use of Gantt charts, which shall depict percent complete for each task. The project schedule shall be reported using the approved WBS. (CDRL B002)

4.2.2 Integrated Master Schedule (IMS)

The Contractor shall prepare and submit an IMS for approval. The IMS shall detail the project schedule and status through the use of Gantt charts, and Critical Path Method (CPM) analyses. The project schedule shall be resource loaded and reported using the approved WBS. (CDRL B003)

4.3 Cost and Status Reporting

4.3.1 Requirements for Cost-Plus Type TO. The Contractor shall provide cost and status reports. Cost and status reports are listed below. Each TO will specify (1) if any of the following reports are required, and (2) if reports are required at the TO level or at the project level, with a TO rollup. Contractor's Progress, Status, and Management Reports (CPSMR)

without cost information are recommended for all TOs. TOs under \$2M or those that are fairly less complicated typically require a Funds and Man-Hours Expenditure Report (FMER). TOs less than \$1M and no less than six months in duration typically require a Contract Funds Status Report (CFSR). TOs between \$2M and \$5M typically require a Cost Performance Report (CPR). Typically, TOs over \$5M require a Cost/Schedule Status Report (C/SSR).

4.3.1.1 Contractor's Progress, Status, and Management Report (CPSMR). The Contractor shall prepare and submit a CPSMR. The CPSMR shall be used to review and evaluate the overall progress of the project, along with any existing or potential problem areas. The report shall be prepared in a Contracting Officer's Representative (COR)-approved format. The CPSMR shall include a summary of the events that occurred during the reporting period, discussion of performance, identification of problems, proposed solutions, corrective actions taken, and outstanding issues. Cost information may be included or omitted in this report as required in each TO. (CDRL B004)

4.3.1.2 Funds and Man-Hours Expenditure Report (FMER). The Contractor shall implement and maintain a cost accounting system and prepare a FMER to correlate the status of expensed funds and man-hours against the progress of the work completed and the negotiated budget. The FMER and associated graphics shall detail the current project status and identify funds and man-hours required to complete the assigned tasks. (CDRL C001)

4.3.1.3 Contract Funds Status Report (CFSR). The Contractor shall prepare CFSRs as specified in each individual cost reimbursement TO. The purpose of the CFSR is to update and forecast funding requirements, funding changes and budget estimates, identify funds in excess of present TO funding which may be available for deobligation, and provide estimates of termination costs. (CDRL C002)

4.3.1.4 Cost Performance Report (CPR). The Contractor shall implement and maintain a performance measurement system to support the gathering of cost and schedule data for the purpose of determining program status as specified in each individual cost reimbursement TO. The WBS or equivalent task breakdown shall be used for reporting cost. The CPR presents the performance measurement baseline and actual cost and schedule performance against that baseline. Submittals shall include appropriate figures containing cost and related data for measuring project cost and schedule status. (CDRL C003)

4.3.2 Requirements for Firm Fixed Price TO. Cost reports are not required under fixed-price TOs. Fixed-price TOs are usually limited to status reports, project schedules, and invoices and will be specified in each TO.

4.4 Meeting and Conference Requirements

The Contractor shall perform a site visit and/or attend a preproposal conference, a post award conference, preperformance conference, preconstruction conference, and/or other meetings necessary to support construction activities. The Contractor also shall attend and/or support meetings and teleconferences to discuss technical or regulatory issues and project progress and status.

The Contractor shall prepare, and submit for review, presentation materials for meetings and an agenda. The Contractor may be requested to prepare minutes for meetings attended. (CDRLs B005, B006, B007)

4.5 Contractor Documentation

The Contractor shall create and maintain a Master Document List (MDL) and/or Submittal Register, i.e. AF Form 66, that includes all documents, whether the documents are a deliverable or not, which are prepared during the course of the TO. The MDL and its documents shall be maintained in libraries readily available for submittal to the Government. All Material Submittals shall be accomplished in accordance with the instructions pertaining to AF Form 3000, Material Approval Submittal. (CDRL B008)

4.6 Notification Requirements

The Contractor is required to notify the Contracting Officer (CO) and Contracting Officer's Representative (COR) of critical issues that may affect the contract performance and/or human health and the environment. The types of issues that require notification include, but are not limited to, health risks, spills, changes in critical personnel, and finding unexploded ordnance (UXO). As an example, if UXO were discovered during field activities, the Contractor would be required to immediately stop work, report the discovery to the facility Point of Contact (POC), CO, and COR, and implement the appropriate safety precautions. Field activities could not continue until clearance was received from the CO. On critical issues, verbal notification should be made immediately, followed by written notification as soon as practical. (CDRL A001)

4.7 Permits

The Contractor shall develop, coordinate, and assist the installation in applying for and obtaining all host nation, federal, state, local, and other applicable permits, access (including off-base easements and leases), agreements, licenses, and certificates required to perform and complete each TO. The Contractor shall maintain a library of these documents at the Contractor's site office as well as the corporate facility handling each TO. The Contractor shall comply with all applicable permit conditions. (CDRL A002)

4.8 Photo Documentation

The Contractor shall prepare digital photo documentation, including site(s) and building(s) under construction, field activities, and sample locations if applicable. Digital photos will be submitted using a minimum 5 mega pixel camera in JPEG format unless otherwise specified in the individual TO. The Contractor shall provide an index for each set of photographs submitted, identifying the base or facility, project number, contractor, and a brief description. Photography of any kind must be coordinated through the installation, customer, or facility POC. (CDRL B009)

4.9 Site Access Badges

The Contractor shall obtain and monitor assigned security badges (used by both the Contractor and subcontractor staff) used during the duration of this contract. All security badges or passes shall be returned to the base or facility POC upon expiration of the badge, upon completion of the project, or when possession of the badge is no longer necessary (e.g., upon removal of contracted personnel from specific projects).

4.10 Worksite Activities and Coordination

4.10.1 Coordination of Activities. The Contractor shall coordinate worksite activities with all applicable personnel to ensure the protection of human health and the environment; the prevention of damage to property, utilities, materials, supplies, and equipment; and the avoidance of work interruptions. The Contractor shall provide physical security to work areas with security equipment and personnel, as required by the TO. The Contractor must comply with Occupational Safety and Health Administration (OSHA) safety and health regulations and local safety office requirements. The Contractor is required to provide the CO copies of any OSHA report(s) submitted during the duration of the TO. For areas not covered by OSHA, the Contractor shall comply with host nation laws and regulations regarding safety and health and the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1. (CDRL A001)

4.10.2 Hazardous Material and Hazardous Waste Activities. The Contractor shall handle the abatement, removal, and disposal of all hazardous materials and waste in accordance with applicable host nation, federal, state, and local requirements. The Contractor shall provide all hazardous materials use and hazardous waste disposal documentation to the installation or facility POC, and shall register with the Hazardous Materials Pharmacy program (if available) at the installation to ensure appropriate and efficient tracking of the Contractor's hazardous material purchases, inventories, use, and releases such as required by the Emergency Planning and Community Right-to-Know Act (EPCRA), EOs, or any installation reporting requirements. The Contractor shall also comply with host nation, federal, state, and local requirements for any task involving the transportation of hazardous wastes and/or contaminated materials to off-site treatment, storage, and/or disposal facilities. This includes 40 CFR 260, 49 CFR 172, 173, 178, and 179, and all other applicable host nation, federal, state, and local transportation regulations.

4.10.3 Remote/Austere Sites. The Contractor shall perform work as specified at remote/austere locations. The Contractor shall be responsible for all personnel, security, supplies, equipment, and infrastructure (including, but not limited to, potable water, utility systems, housing, dining, transportation, and medical care) when there are no facilities and services available.

4.10.4 High Risk/Contingency Sites (Hostile Environments). The Contractor shall perform work as specified at high risk and/or contingency sites (hostile environments). The Contractor shall be responsible for all logistical/life support requirements including furnishing supplies, equipment, and infrastructure (including, but not limited to, potable water, utility systems, housing, dining, transportation, and medical care, and security) when

there are no facilities and services available. The Contractor shall ensure that Contractor personnel shall at no time during performance of their contractual duties, or while accompanying a combatant force, have in their possession personally owned firearms. Firearm possession shall be limited to that procured under the contract and task order specifically. The Contractor shall ensure that its Contractor personnel adhere to all guidance and orders issued by the combatant commander or his/her representative regarding possession, use, safety, and accountability of contract procured protective equipment, weapons, and ammunition, and shall comply with all related DoD and DoS regulations. Upon redeployment or notification by the combatant commander, the Contractor shall ensure that all contractor-issued, task order-procured protective equipment, weapons, and ammunition are returned to Government control. The Contractor shall screen contractor personnel to ensure the personnel may be issued a weapon in accordance with applicable U.S. and host nation laws, and shall present the screening results to the CO before a weapon is issued.

5.0 PLANS, REPORTS, AND DELIVERABLES

5.1 Project Web Site

The Contractor shall establish a project web site with real-time worldwide access available to AFCEE personnel. The web site may include, but not be limited to, a submittal tracker or submittal register, a Request for Information (RFI) tracker, a change order tracker, a photo log, project schedule, project status for each construction TO. The web site shall be tailored to the individual projects. (CDRL A003)

5.2 Health and Safety Plan (HSP)

The Contractor shall provide a Health and Safety Plan (HSP) as specified in each TO. (CDRL A004)

5.3 Quality System Plan (QSP)

The Contractor shall prepare, for AFCEE review and approval, a site-specific QSP for each TO. The Contractor must implement, maintain, and comply with the approved site-specific QSP and post results to the project web site. (CDRL A005)

5.4 Technical Plans and Reports

The Contractor shall provide technical plans, specifications, and reports as defined at the TO level. Some of these may include, but are not limited to, the following:

5.4.1 Construction Work Plan

The Contractor shall prepare a Construction Work Plan that may include, but is not limited to, any or all of the following subsections as identified in each TO. (CDRL A006)

- 1) Security
- 2) Excavation
- 3) Spill and Discharge Control

- 4) Asbestos Abatement
- 5) Surface Water Management
- 6) Ground Water Management
- 7) Erosion Control
- 8) Emissions Control
- 9) Material and Equipment Control
- 10) Transportation
- 11) Site Analysis
- 12) Site Preparation
- 13) Demobilization and Closure
- 14) Explosive Safety
- 15) Hazardous Materials Management
- 16) Design Analysis

5.4.2 Technical Reports

The Contractor shall prepare and submit the following technical reports as identified in each TO. Each of the following technical reports may not be required at the TO level and will be specified as such in each individual TO.

- a. Miscellaneous Technical Report (CDRL A001)
- b. Construction Cost Estimates (CDRL A007)
- c. Site/Project Summary (CDRL A001)
- d. Weekly Technical/Field Reports (Status Reports) (CDRL A008)
- e. Hazardous Materials Survey Report (CDRL A009)
- f. Hazardous Material and/or Hazardous Waste Disposal Report (CDRL A001)
- g. Design Drawings (CDRL A010)
- h. Shop Drawings and/or As-built Drawings (CDRL A011)
- i. Design Specifications (CDRL A001)
- j. Geographical Information Systems Updates (CDRL B010)
- k. Computer Aided Design Drawings (CDRL B011)
- l. Survey Reports (CDRL A009)

6.0 SITE WORK

The Contractor shall perform site work as required in each TO.

6.1 Conservation

Activities shall be planned and implemented in a manner that protects existing site utilities, structures, surface features, service operations, monitoring and other types of wells, and the general site environment. This includes the protection of trees, shrubs, and other vegetation not in the affected zone from dust damage, soil compaction, and physical contact with machines and equipment. If appropriate, the Contractor shall conserve uncontaminated topsoil by removal, storage, or redistribution. All reasonable measures shall be taken to minimize and suppress fugitive emissions of dust, vapors, and other site materials during site work. All fill materials shall be uncontaminated. The Contractor shall conduct all operations

and activities with the intent of reducing the amount of pollution generated. Specific areas to be focused on are generation of solid waste, use of hazardous materials, use of ozone-depleting chemicals, generation of hazardous waste, and use of energy and water. The Contractor shall plan, construct, operate, maintain, optimize, and decommission systems necessary to control storm water run-on and runoff; and transport surface water drainage to a treatment plant, discharge location, or any other destination.

6.2 Site Preparation

The Contractor shall perform site work as necessary to prepare sites for construction activities. Security and access controls shall be implemented to prevent unauthorized entry to sites and to protect wildlife from site exposure. The Contractor shall survey existing utilities to determine adequacy and need for modifications to support site activities. The Contractor shall obtain appropriate approvals and shall construct connections or new systems for electrical power, water, sewer, gas distribution, telephone, and other utilities, as required, to accomplish the activities specified in each TO.

6.3 Demobilization

The Contractor shall demobilize facilities as necessary, and restore the site. The Contractor shall remove any temporary facilities and implement erosion control measures such as seeding, mulching, sodding, and erosion control fabrics; restore roads, structures, and utilities; and plant trees, shrubbery, grasses, and other vegetation. The Contractor shall document and report on activities and train Government personnel to perform required facility equipment operation and maintenance, as requested.

7.0 FACILITY CONSTRUCTION REQUIREMENTS

The Contractor shall perform a full range of activities to meet all customers' engineering and construction requirements as described in each TO. Requirements may include design, construction, demolition, repair, and emergency response tasks.

The Air Force will use several types of design and construction processes in work performed under this contract. These types include Turnkey, Design-Build (D-B), Design-Build Plus (D-B+), Design-Bid-Build (D-B-B).

7.1 Turnkey

From United States Code (USC) Title 10 Section 2862, one-step turnkey may be used to perform, in accordance with the provisions of firm-fixed price contract, both the design and construction of a facility using performance specifications. One-step turnkey shall be used for the construction of authorized military construction projects only, both CONUS and OCONUS, which include regular Military Construction (MILCON), Unspecified Minor Military Construction (UMMC), Military Family Housing (MFH), and Base Realignment and

Closure (BRAC). Given the HERC contractor's level of involvement in one-step turnkey, the HERC contractor will serve as both the Architect of Record for completed projects as well as the Contractor of Record.

7.2 Design-Build (D-B)

From USC Title 10 Section 2305, design-build may be used to perform the design and construction of a public building, facility, or work. D-B can be used, for the construction of authorized military construction projects such as MILCON, UMMC, MFH, and BRAC. In addition to these types of projects, D-B can also be used for projects outside of authorized military construction such as, but not limited to, Army and Air Force Exchange Services (AAFES), Air Force Services Agency (AFSVA), Defense Energy Support Center (DESC), etc.

The HERC contractor shall manage and perform D-B construction work as defined in the TO. The following are typical D-B construction TO requirements: completion of working drawings, permitting, construction, construction management, scheduling, inspection and testing, maintaining construction facilities and temporary controls, environmental protection, quality control, construction quality control, and project closeout. Specific requirements will be provided at the TO level.

7.3 Design-Build Plus (D-B +)

Design-Build-Plus is an enhancement of the traditional D-B process as it allows the constructor (the HERC contractor) to be integrated into the Concept Definition (CD) Phase. This integration will allow the HERC contractor's design team to be involved with a project early and thus, facilitate the HERC contractor's long-term understanding of the Air Force's project requirements. Moreover, the HERC contractor's integration into the CD Phase will allow for independent surveys of existing conditions, collaborative participation, and resolution of building concerns prior to the start of construction. Given the HERC contractor's envisioned level of involvement, the HERC contractor will serve as both the Architect of Record for completed projects as well as the Contractor of Record.

7.3.1 Concept Definition. Concept Definition (CD) is the design phase of the D-B + process. This design phase is divided into two sub-phases: 1.) Planning and Programming and 2.) Project Definition validation and support. During the CD effort, the Government may either perform CD activities in-house or employ a professional consultant hereinafter referred to as the CD A-E. Whether the Government or a professional consultant, the provider of CD services is primarily responsible for the development of the CD products and preparation of the RFP for the project. Details regarding CD Phase requirements will be provided at the TO level and as noted in the following subparagraphs.

7.3.1.1 Planning and Programming. The HERC contractor shall provide investigative services, actively participate in constructability reviews of planning/programming documents, and prepare or assist with the preparation of planning/programming documents. The results will be incorporated into the documentation that will be used in the Project Definition sub-phase.

7.3.1.2 Project Definition. The HERC contractor may provide investigative services, actively participate in constructability reviews of CD products, review and validate estimated project costs against the construction cost limitation (CCL), and assist in the preparation of proposal documents for the same project. Investigative services consist of, but are not necessarily limited to: Geo-technical studies, hazardous materials surveys, topographical surveys, verification of existing as-builts, traffic studies, and value engineering. It is the intent of the Government to require the HERC contractor to use the results of these studies and investigative services as part of its cost validation efforts and again during the construction phase of the project. The results of all HERC contractor surveys, investigations and constructability reviews may be incorporated into the project's final CD Phase documents at the discretion of the Government.

7.3.2 Working Drawings, Construction, Delivery, and Warranty. At the conclusion of the CD phase, the Government will issue a separate TO and thus, transition from the Concept Definition Phase to the Construction Phase. During the Construction Phase, design completion, construction, and the delivery and warranting of the project/facility take place. It is the intent of the Government to require the HERC contractor to use the results of studies and investigations conducted during the CD Phase by the same or a different contractor. If the same HERC contractor performs these studies and investigations during the CD Phase and is awarded the Construction Phase TO for essentially the same project, then the HERC contractor is responsible for the results of its efforts during the CD Phase.

7.3.3 Design. Prior to beginning onsite construction, the HERC contractor, as directed in the RFP, will initiate the Construction Phase by completing project working drawings and the various plans and schedules, including a construction schedule using Program Evaluation and Review Technique (PERT), Critical Path Method (CPM), or equivalent scheduling tools, and obtaining submittal approvals and permits. Working drawings and specifications shall comply with codes, laws, the RFP, and the TO. The working drawings shall be submitted for review as directed in the TO statement of work. The HERC contractor shall be responsible for implementation, coordination, and execution of all regulatory reviews, ensure technical adequacy of the final design, and provide quality control of all phases of the TO. Further details regarding design requirements will be provided at the TO level.

7.4 Design-Bid-Build (D-B-B)

The HERC contractor shall manage and perform D-B-B construction work as defined in the TO. Under this type of effort, a complete design and set of specifications shall be provided to the Contractor for construction.

7.5 Other Construction Services

The Contractor shall perform construction, restoration, emergency response, repair, enhancement, maintenance, and demolition of facilities, utilities, real property systems, and infrastructure in support of construction and engineering requirements as specified in each TO. Typical activities can consist of stand-alone projects and/or construction in support of other projects. Shop drawings and other submittals shall be required for approval by the COR

prior to beginning construction. Construction activities will be in conformance with local and Air Force standards and regulations. The Contractor shall erect or install support buildings, equipment enclosures, and storage facilities for construction materials and contaminated material awaiting disposal.

Upon approval of the CO, the Contractor may commence on-site construction activities. The Contractor shall provide the manpower, equipment, material, services, and transportation necessary to review, plan, develop and implement quality control and oversight services during the construction phase of each TO. Details regarding construction management requirements, inspection and testing, construction facilities and temporary controls, environmental protection, quality control system, construction quality control, and project closeout will be provided in each TO.

For TOs where designs are provided to the HERC contractor, via full designs/specifications, Military Handbooks, Military Design Guides, or other design documents, AFCEE may choose to streamline construction by using a Conceptual Work Plan & Implementation Work Plan (CWP/IWP) aimed at achieving faster delivery of quality projects. The strength lies in the use of CWPs and IWPs to guide the construction process, and the ability to compress the time constraints of quality construction. Typically, CWP/IWP will be used for OCONUS projects but can be used CONUS in cases where designs are provided by the Government. Under this type of effort, the HERC contractor will be the Contractor of Record only.

For TOs that do not require full-scale, signed/sealed designs, as determined by existing rules, regulations, instructions, AFCEE, and/or facility engineers, AFCEE may choose to streamline construction by using CWP/IWP aimed at achieving faster delivery of quality projects. The strength lies in the use of CWPs and IWPs to guide the construction process, and the ability to compress the time constraints of quality construction. This approach may be used for projects in contingency environments, repair/renovations, site adaptations, and those OCONUS. Under this type of effort, the HERC contractor will be the Contractor of Record only.

7.5.1 Inspections.

7.5.1.1 Pre-Final Inspection. The Contractor shall conduct a pre-final walk through inspection and publish the pre-final inspection findings in a pre-final inspection report. Details will be provided in each TO. (CDRL A001)

7.5.1.2 Final Inspection. The Contractor shall conduct a final inspection and publish the findings in a final inspection report in accordance with the format specified at the pre-construction conference and the RFP/RFQ. The inspection shall concentrate on the items identified at the pre-final inspection and recorded in the pre-final inspection report. The final inspection report shall: (1) certify that all items of the design have been implemented and that the construction is complete, and (2) include a record of "signed and sealed" as-built drawings and specifications verifying that all development standards have been met. At the final inspection, the Contractor shall present a completed DD Form 1354, Transfer and Acceptance of Real Property to the Base Civil Engineer (BCE) or other appropriate

organization for signature and acceptance. Details will be provided in each TO. (CDRLs A001, A010, A011)

7.5.2 Delivery and Warranty. The Contractor shall complete all inspection and commissioning requirements prior to final inspection. The warranty shall be issued in accordance with FAR 52.246.21. Extended warranties offered by the Contractor and its subcontractors or suppliers may be accepted at the Government's discretion.

7.6 Demolition

The Contractor shall demolish facilities, systems, and other improvements. Demolition activities can be ancillary to other requirements or a stand-alone project. The Contractor shall conduct demolition efforts in conjunction with such activities as new construction or renovation, removal of outdated facilities, and site clearing from natural disasters. The Contractor shall perform surveys as part of demolition efforts.

7.7 Emergency Response

The Contractor shall perform emergency response services. The Contractor can perform emergency repairs to facilities, systems, improvements, or utilities in the course of executing TO requirements or as stand-alone activities. The Contractor shall perform emergency response to situations arising from natural disasters, project activities or actions from others.

7.8 Maintenance and Repair

The Contractor shall perform maintenance and repair of facilities, systems, and utilities. Maintenance and repair can be performed incidental to other requirements or as a stand-alone project.

8.0 ENVIRONMENTAL

The HERC Contract is not intended to do stand-alone environmental contracting. The Contractor shall consult on environmental engineering problems incidental to construction efforts. The Contractor must be able to recognize when specialized environmental expertise is necessary and have the capability of providing that expertise.

9.0 POINTS OF CONTACT (POCs)

POCs will be specified as appropriate for each TO.

10.0 CONTRACT REQUIREMENTS FOR IRAQ/AFGHANISTAN THEATER

Iraq/Afghanistan Socioeconomic Programs

In keeping with the command policy of growing the economic capacity of Iraq and Afghanistan through developing host nation businesses, all contracting officers are to make every effort to seek out capable Iraqi / Afghan businesses and to seek business solutions that foster economic growth.

AI 22.1 Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports: Insert the following mandatory language in the Statement of Work for all contracts with performance in Iraq and Afghanistan.

Prohibition Against Human Trafficking, Inhumane Living Conditions, and Withholding of Employee Passports (5 Nov 07): All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

Contractors are also required to comply with the following provisions:

- 1)*** Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
- 2)*** Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.
- 3)*** Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
- 4)*** Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet (50 sf) is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
- 5)*** Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.
- 6)*** Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions

contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all

tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End)

AI 23.1 Reporting a Kidnapping – Kidnapping reporting is required in all contracts performed in Iraq. Add the requirement to the Statement of Work. Reformat as necessary.

To Report a Kidnapping (5 Nov 07) Contract manager will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs:

Report the following information:

Name of person reporting: _____

Phone: _____

E-mail: _____

- Who was kidnapped?
 - Name
 - Age
 - Nationality and country of residence
- When did the incident occur?
- Where did it happen?
- How was the person kidnapped?

(End)

AI 25.1 Armed Personnel – Incident Reports: Insert the following mandatory language in the Statement of Work of all solicitations and contracts when arming of contractors is contemplated in Iraq.

Armed Personnel – Incident Reports (5 Nov 07): All Contractors in the Multi-National Forces-Iraq (MNF-I) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I forces are familiar with and comply with all applicable orders, directives, and instructions issued by the MNF-I Commander relating to force protection and safety.

Contractors shall provide an initial report of all weapons firing incidents to the Reconstruction Operations Center (ROC) as soon as practical based upon the situation and shall submit a written report to a ROC within 48 hours. The initial report will include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the ROC within 96 hours. Reports shall be submitted to the ROC, Operations Section (or as otherwise directed):

roc.ops@aegisiraq.com, DSN 318-239-4301, VOIP 703-544-1370, MCI 914-822-5302, IRENA 07902-7762300, Thurman 8821621157354, and IMMersed 870764061257.

Contractors will also provide first aid and request MEDEVAC of injured persons, and remain available for Coalition response forces based upon the situation. In the event contractor personnel are detained by US or Coalition Forces, prolonged detention due to lack of proper

identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the ROC.

(End)

AI 25.2 Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan:

Insert the following mandatory language in the Statement of Work for all contracts with performance in Iraq or Afghanistan. When DFARS 252.225-7040 is included, this mandatory language supplements paragraph (c)(2):

Fitness for Duty and Limits on Medical / Dental Care in Iraq and Afghanistan (5 Nov 07):

The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, CENTAF, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or

medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current;

active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

(End)

AI 25.4 Quarterly Contractor Census Reporting. Insert the following mandatory language in the Statement of Work of all contracts with contract employees performing in Iraq and Afghanistan.

Quarterly Contractor Census Reporting (12 Nov 07). The prime contractor will report upon contract award and then quarterly thereafter, not later than January, 1 April, 1 July and 1 October, to JCCI.J2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

- (1) The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billeting, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals;
- (2) The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National;

- (3) The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National;
 - (4) The company names and contact information of its subcontractors at all tiers; and
 - (5) The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 DOD class deviation 2007-O0004 or DFAR DOD class deviation 2007-O0010.
- (End)

Iraq/Afghanistan Socioeconomic Programs

In keeping with the command policy of growing the economic capacity of Iraq and Afghanistan through developing host nation businesses, all contracting officers are to make every effort to seek out capable Iraqi / Afghan businesses and to seek business solutions that foster economic growth.

AI 26.5 “Iraqi First” Program Implementation: Insert the following mandatory language in the Statement of Work all solicitations and contracts except when host nation participation is not in the best interests of the government.

Iraq Socioeconomic Program (5 Nov 07)

The Contractor shall maximize the employment, training, and transfer of knowledge, skills and abilities to the Iraqi workforce. The Contractor shall maximize utilization of Iraqi subcontractors and businesses. The offeror shall maximize utilization of material of Iraqi manufacture.

Iraqi First Program Definitions:

Employment means the total number of Iraqi citizens proposed by the offeror for the contract effort, and the total number of Iraqi citizens proposed for the contract effort by each subcontractor, to be directly employed, full or part time, during the life of the contract.

An “Iraqi” company (or subsidiary company) has a principal place of business located within Iraq and the majority shareholder is an Iraqi citizen.

An Iraqi citizen or employee is an individual whose ordinary residence is in Iraq and holds an Iraq-issued passport or Iraq residency papers.

Materiel of Iraqi manufacture includes all items where significant value is added, or a change of form, fit, and function, leading to the final form of the procured end item takes place, within the country of Iraq.

The contractor’s efforts to encourage the Iraqi First program will be considered by the government in performance evaluations.

(End)

AI 52.6 Arming of Contractors: Iraq/Afghanistan Insert the following mandatory language in the Statement of Work of all solicitations and contracts when arming of contractors is contemplated in Iraq or Afghanistan. This supplements DFARS 252.225-7040, Paragraph (j), Weapons and Paragraph (i) Weapons in Deviation 2007-O0010). For Iraq: Staffing of arming approval is the responsibility of the requiring activity. For Afghanistan: All necessary documents shall be submitted by the Customer for approval through the RC-E

CG. Once approved, the respective Regional Contracting Center (RCC) shall be provided and shall maintain copies of the all necessary approval documents completed by the Requiring Activity prior to contract execution.

Arming Requirements and Procedures for Private Security Company (PSC) Contracts, Personal Security Detachment (PSD) Contracts, and for Requests for Personal Protection in Iraq and Afghanistan (5 Nov 07)

- b. General. Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all existing and future laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including US CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:
 - (1) DODI 3020.41, Contractor Personnel Authorized to Accompany the US Armed Forces;
 - (2) DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside the United States;
 - (3) CPA Order #17, Registration Requirements for Private Security Companies, dated 24 Jun 04;
 - (4) US CENTCOM Policy Letter, Personal Protection and Contract Security Service Arming, dated 23 Dec 05
- c. Required Government Documentation. The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:
 - (1) The specific location where the PSC will operate;
 - (2) The persons and/or property that require protection;
 - (3) The anticipated threat;
 - (4) The required weapon types; and
 - (5) The reason current security/police forces are inadequate.
- d. Required Contractor Documentation. Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):
 - (1) Documentation that each employee who will be armed under the contract received the following training—

- (A) Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency
 - (B) Law of Armed Conflict (LOAC);
 - (C) Rules for the Use of Force (RUF), as defined in the US CENTCOM Policy, dated 23 December 2005; and
 - (D) Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) One (1) copy of a business license from the Iraqi Ministry of Trade;
- (4) One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;
- (5) A communications plan that, at a minimum, sets forth the following:
 - (A) The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;
 - (B) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and
 - (C) How the contractor will coordinate transportation with appropriate military authorities.
- (6) An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):
 - (A) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal
 - (B) Records, Country of Origin US Embassy Information Request, CIA records, and/or any other records available;
 - (C) Verify with MNC-I Provost Marshal that no employee has been barred by any commander within Iraq; and
 - (D) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.
- e. Required Contractor Acknowledgements. Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

- (1) Penalties for Non-Compliance. Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.
 - (2) Criminal and Civil Liability. Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.
 - (3) Lapses in Training. Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.
- f. Authorized Weapon & Ammunition Types. Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:
- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
 - (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
 - (3) US government Ball ammunition is the standard approved ammunition.
- g. Requirements for Individual Weapons Possession. All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:
- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);
 - (2) Carry weapons only when on duty or at a specific post;
 - (3) Not conceal any weapons, unless specifically authorized;
 - (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and
 - (5) Not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.
- h. Weapons/Equipment Restrictions and Responsibilities. Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors,

their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

- i. Rules for the Use of Force (RUF). In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:
 - (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
 - (2) Failing to cooperate with Coalition and Host Nation forces;
 - (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
 - (4) Failing to use a graduated force approach;
 - (5) Failing to treat the local civilians with humanity or respect; and
 - (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.
- j. Retention and Review of Records. The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.
- k. Contractor Vehicles. Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble US/Coalition or host nation military and police force vehicles.
- l. Quarterly Reporting. The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:
 - (1) The total number of armed civilians and contractors;
 - (2) The names and contact information of its subcontractors at all tiers; and
 - (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to

immediately provide under the communications plan referenced at paragraph (c)(5).

(End)

AI 52.12 Contractor Support of USAID Communities Stabilization Program (CSP) for Hiring Iraqi Apprentices. Insert the following mandatory language into the Statement of Work of construction contracts when 26.5 is also included.

Contractor Support of USAID Communities Stabilization Program (CSP) for Hiring Iraqi Apprentices (5 Nov 07)

The contractor shall provide a company point of contact – name and telephone number – within five days after contract award to serve as a liaison with USAID / Iraq. The individual designated will be contacted by a representative of USAID / Iraq for the purpose of developing contractor participation in the USAID apprenticeship program.

The contractor shall make a good faith effort to maximize participation in USAID's apprentice program while still assuring compliance of the terms and conditions of the

contract herein. The duration for each apprenticeship is currently six months. USAID will provide apprentices matched to work being performed by the contractor.

This is a program administered and funded solely by USAID.

In accordance with the Apprentice Program, USAID currently provides:

- (1) Tools of their trade for apprentices to begin work;
- (2) 50% of the apprentices' salary; and
- (3) A one-time bonus/honorarium for the supervisor of apprentices covering all extra work to guide, supervise and prepare a written evaluation of each apprentice.

Contractor will comply with the terms and conditions of the Apprentice Program set forth by USAID. To the extent that the Apprentice Program may conflict in any way with the contract terms herein, the Contractor shall apprise the COR, and the contract terms herein shall take precedence. The Contractor shall pay 50% of the apprentices' salaries plus any fringe benefits in accordance with the Apprenticeship Program. Upon training completion the designated supervisor shall complete evaluation forms for each apprentice.

This program is not intended to replace skilled laborers. Contractors who successfully support the program will be given additional credit in a final performance evaluation of their company upon completion of the work.

(End)